



Patent / Docket No. 33754.3
Customer No. 27683

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:
McElroy et al.

Serial No. 10/696,823

Filed: October 30, 2003

For: FIELD ADJUSTABLE IMPACT JAR

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Group Art Unit: Unknown

Examiner: Not Assigned

TRANSMITTAL

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Enclosed are the following regarding the above-identified patent application:

1. Power of Attorney; and
2. Return postcard.

The Commissioner is hereby authorized to charge payment of any further fees associated with any of the papers submitted herewith or to credit any overpayment to Deposit Account No. 08-1394.

Respectfully submitted,

David L. McCombs
Reg. No. 32,271

Date: 12 FEB 2004
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File: 33754.3
D1212598.1

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

on

2-12-04

Gayle Conner



PATENT / DOCKET NO.: 33754.3
CUSTOMER NO. 27683

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: §
Fay McElroy, et al., § Group Art Unit:
Serial No. §
Filed: § Examiner:
For: FIELD ADJUSTABLE IMPACT JAR §

POWER OF ATTORNEY FOR PATENT APPLICATION

As a representative of the Assignee, Impact Selector, Inc., a corporation, I hereby appoint the following attorneys and/or agents to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

David L. McCombs (Reg. No. 32,271); Jeffrey M. Becker (Reg. No. 35,442); James R. Bell (Reg. No. 26,528); Timothy F. Bliss (Reg. No. 50,925); Randall C. Brown (Reg. No. 31,213); Randall E. Colson (Reg. No. 40,566); Michael A. Davis, Jr. (Reg. No. 35,488); Andrew S. Ehmke (Reg. No. 50,271); Priscilla Ferguson (Reg. No. 42,531); Sarah T. Harris (Reg. No. 35,891); William E. Hickman (Reg. No. 46,771); Rita M. Irani (Reg. No. 31,028); Mark P. Kahler (Reg. No. 29,178); Warren B. Kice (Reg. No. 22,732); J. Andrew Lowes (Reg. No. 40,706); Todd Mattingly (Reg. No. 40,298); John Montgomery (Reg. No. 31,124); Julie Nickols (Reg. No. 50,826); Gloria Norberg (Reg. No. 36,706); David M. O'Dell (Reg. No. 42,044); and Richard V. Wells (Reg. No. 53,757).

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The undersigned is the representative for the Assignee of the entire right, title, and interest in the patent application identified above. A copy of the assignment or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is authorized to act on behalf of the Assignee.

IMPACT SELECTOR, INC.

10/31/03
Date

By: DAVID B. LANE
Typed or printed name
Signature [Signature]
Title President & CEO

ASSIGNMENT

WHEREAS, We,

- | | | |
|-----|-----------------------|----------------------------------------|
| (1) | Fay McElroy | of Houma
State of Louisiana, USA |
| (2) | James Burnthorne, Jr. | of Houma
State of Louisiana, USA |
| (3) | Lonnie Guidry | of Lockport
State of Louisiana, USA |

have invented certain improvements in

FIELD ADJUSTABLE IMPACT JAR

for which we have filed an application for Letters Patent of the United States of America on October 30, 2003 under United States Patent Application Serial Number 10/696,823; and

WHEREAS, Impact Selector, Inc. (Assignee), a corporation organized and existing under the laws of the State of Texas, having its principal office and place of business in the City of Rockwall, State of Texas, is desirous of obtaining the entire right, title, and interest in, to and under the said invention and the said application in the United States of America and in any and all countries foreign thereto;

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other good and valuable consideration, we have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto the said Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to and under the said invention, and the said application, and all divisional, renewal, substitutional, and continuing applications thereof, and all Letters Patent of the United States of America which may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent which may be filed for said invention in any country or countries foreign to the United States of America, and all extensions, renewals, and reissues thereof, and all prior patents and patent applications from which a filing priority of the above-described patent application may be obtained, including the right to collect past damages; and we hereby authorize and request the Commissioner of Patents of the United States of America, and any official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said invention to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND WE HEREBY covenant that we have full right to convey the entire interest herein assigned, and that we have not executed, and will not execute, any agreement in conflict herewith.

AND WE HEREBY further covenant and agree that we will communicate to said Assignee, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceedings, sign all lawful papers, execute all divisional, renewal,

substitutional, continuing, and reissue applications, make all rightful declarations and/or oaths and generally do everything possible to aid the said Assignee, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for said invention in all countries.

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Dated: 12/16/03

Fay McElroy
Inventor Signature

Dated: 12/16/03

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Dated: 12-15-03

James Burnthorne Jr.
Inventor Signature

Dated: 12/15/03

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Witness Signature
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Dated: 12-15-03

Lonnie Guidry
Inventor Signature

Dated: 12/15/03

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Witness Signature
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